



SOUTHERN NEVADA WATER AUTHORITY

Water Smart Contractor Program

Contractor Participation Agreement

This Agreement is made this _____ day of _____, 20____, by and between

The Southern Nevada Water Authority and _____.
(Contractor Company Name)

WHEREAS:

- ◇ The Southern Nevada Water Authority (the “Authority”) offers a referral program (“Program”), and
- ◇ The purposes of the Program are to assist residential, commercial, industrial and institutional customers with selecting a licensed landscape contractor (“Contractor”), and to provide landscape contractors with opportunities to become trained in water conservation practices, and
- ◇ The Contractor wishes to participate in the Program

THEREFORE:

In consideration of the principles of the Program and of the mutual promises and agreements set forth in this Agreement, the parties agree as follows:

GENERAL PROVISIONS

1. Commencement and Expiration of Agreement

The terms of this Agreement shall commence at the time of execution of this Agreement. This Agreement shall be perpetual unless otherwise terminated pursuant to the terms contained herein.

2. Termination of Agreement

This Agreement may be terminated by either party with or without cause by providing five (5) days written notice to the other party.

3. Governing Laws

This Agreement and all rights, duties and obligations hereunder shall be governed by the laws of the State of Nevada and the city and/or county jurisdiction where the landscape design and installation is performed.

4. Assignment

The Contractor may not assign nor delegate any portion of this Agreement to a third party.

5. Indemnity

6.1 Contractor shall protect the property of the customer and others at the work site or in the proximity of the work site. Contractor shall take all necessary precautions for the safety of employees at the work site. Contractor shall comply with all applicable provisions of federal, state and local safety laws and regulations to prevent accidents or injuries to persons or damage to property on or about or adjacent to the premises where the work is being performed.

6.2 Contractor agrees to indemnify and hold harmless any and all directors, officers, employees and agents of the Authority and any of its member agencies against all claims and demands arising out of:

- a. Injuries to persons, including deaths resulting therefrom and damage to property occurring at anytime during the term of this Agreement as direct or indirect result of the design and/or installation by Contractor, or negligence or omission by Contractor, its subcontractors, agents, employees.
- b. Contractor's fraudulent use or misrepresentation of this Program.

6. Independent Contractor

Contractor's participation in the Program shall be as an independent contractor and not as and agent or employee of the Authority or any of its member agencies.

7. Waiver

The failure or election of the Authority to enforce the terms and conditions of this Agreement or to exercise any right or privilege therein shall not be construed as a waiver of any other terms, conditions, rights or privileges.

8. Entire Agreement

- 8.1 This Agreement along with any and all documents incorporated by reference herein shall constitute the sole and entire Agreement and understanding between the parties as to the subject matter.
- 8.2 Any prior understandings, commitments or representations, expressed or implied between the parties shall not be construed to alter or waive any part of this Agreement.
- 8.3 Any provisions or portions of this Agreement prohibited as unlawful or unenforceable under any application of law of any jurisdiction shall as to such jurisdiction be ineffective without affecting other provisions of this Agreement. If the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement may be deemed to be valid and binding Agreement enforceable in accordance with its terms.

PROGRAM PROVISIONS

9. Contractor as Principal

Contractor shall retain sole and principle responsibility for any and all landscape and irrigation designs and installations performed by subcontractors of Contractor pursuant to this Agreement.

10. License and Permit Requirements

- 10.1 Contractor shall hold all necessary licenses from all appropriate entities and governmental agencies in the state of Nevada, and applicable city and/or county jurisdictions as required.
- 10.2 Contractor warrants all such licenses are now and shall remain current and in good standing during the term of this Agreement.
- 10.3 Contractor shall obtain any and all permits or authorizations required to design and/or install landscaping and/or irrigation.

11. Equipment and Performance Standards

The Contractor agrees to abide by all requirements and standards set forth in this Agreement and further agrees that the Authority may revise the requirements and standards by providing written notice to the contractor not less than 90 days prior to the effective date of the new requirements and standards.

For all installations, Contractor will agree to provide the following Water Smart standards to each of its customers:

1. All landscape and irrigation work performed pursuant to a contract will comply with applicable laws and codes in effect at the time of installation.
2. Contractor shall ensure that the terms of the WaterSmart Landscapes Program and the Contractor Participation Agreement are satisfied. Pursuant to Section 9 of the Agreement, Contractor may use subcontractors for performance; however, Contractor shall retain sole and principle responsibility for any work performed by such subcontractors. Further, if Customer elects to perform any of the work independently of Contractor, Contractor shall indicate Customer's election on the signed contract that Contractor informed Customer of the Program Provisions.
3. Irrigation systems (if properly maintained) can be operated according to the schedule provided by the contractor, without creating flow or spray that leaves the property and without violating local days of the week and time of the day watering restrictions after an approved 30-day water use exemption has expired.
4. Upon request, a Certified Landscape Irrigation Auditor (provided as a consultant or have one employed on staff).
5. On all new landscape installations separate control zones (valves) will be used for each type of watering device, and drip emitters will be operated separately from sprinkler heads. (This provision may be waived for landscape retrofits by mutual agreement between Contractor and customer.)
6. Sprinkler heads for turf grass will have a 4" or greater pop-up height. Sprinkler heads will have matched precipitation nozzles.
7. A minimum setback distance of 3 feet will be maintained between spray irrigation and all hardscapes (structures, buildings, walls, sidewalks, public right of ways).
8. Spray irrigated turf areas shall be a minimum of 10 feet wide in every dimension.
9. Drip irrigation systems shall be equipped with a pressure regulator, filter, flush end assembly and any other appropriate components. Components will be located in accessible valve boxes. The system must be free of leaks and malfunctions upon conveyance to the client. Each drip emitter must be rated at 20 gallons per hour (gph) or less. If part of a lawn is converted, the sprinkler system must be properly modified to provide

adequate coverage to the remaining lawn without spraying the converted area.

10. Irrigation controllers installed by Contractor shall have, at a minimum, the following features:
 - ◇ Two or more programs
 - ◇ Three start times per program
 - ◇ One-minute incremental watering time
 - ◇ Even/odd day scheduling
11. A seasonal watering schedule shall be provided for each irrigation zone.
12. An owner's manual shall be provided for all irrigation controllers installed and for any other components as necessary.
13. Non-turf areas will include a minimum 2" layer of mulching material. All mulches and surface treatments must be permeable to air and water.
14. A 1-year written limited warranty shall be provided to the customer. (Terms of the warranty are at the discretion of the Contractor).
15. All maintenance contracts must contain the following provisions:
 - Frequency of routine checks for proper function of irrigation equipment
 - Provision for repair of damaged components resulting in waste of water within 24 hours after being made aware of problem
 - Frequency of maintenance of drip irrigation components, including flushing of lines and filters
 - Programming of irrigation clock to meet plant needs and comply with mandatory watering restrictions.
 - Contractor's policy regarding water waste violations and fees incurred to the client. This policy should clearly define the circumstances, if any, where the contractor will accept financial responsibility for violations caused by the contractor's actions.

13. Training

- 13.1 Eight hours of initial class training will be required to participate in the Program. The Authority will determine class content.
 - a. Owner and/or a designated employee must attend training, and
 - b. A minimum of 50% of Contractor's supervisors/crew leaders/foreman must attend training.

- 13.2 Two hours of “refresher” training is required for annual renewal of the Agreement. The Authority will determine class content.
- a. All supervisors/crew leaders/foreman trained pursuant to Section 15.1 of this Agreement must attend this training.
 - b. Contractor must provide documentation on an annual basis to verify that 50% of all supervisors/crew leaders/foreman are still employed by Contractor.
- 13.3 The Authority shall provide all class training at no cost to Contractor.
- 13.4 Costs incurred by Contractor for staff training (i.e. salaries, transportation) will be the sole responsibility of Contractor and will not be reimbursed by the Authority.

14. Use of SNWA’s Water Smart Contractor Program Name and Logo

- 14.1 Only Contractors approved for participation in the Program may use the Program logo and materials in their advertising.
- 14.2 Use of the Program name, logo and materials does not constitute the Authority’s endorsement of Contractor.
- 14.3 No changes are permitted to the Program name and logo without express approval from the Authority.
- 14.4 All advertising by Contractor must include the State of Nevada Contractor’s license number (Nevada Revised Statute 624.720(2)).
- 14.5 Upon termination of this Agreement by either party, Contractor must immediately cease and desist use of the Program name, logo and materials in their advertising.

15. Customer Solicitation and Program Promotion

- 15.1 The Authority will not provide any of its member agencies’ customer information to Contractor for the purpose of solicitation or advertisement.
- 15.2 At its discretion, the Authority will provide promotional and advertising support through mediums such as but not limited to its web site, newsletters, news releases, vehicle decals, new homebuilder packets, and collateral materials for Contractor to promote their participation in the Program.
- 15.3 At its discretion, the Authority may solicit, collect and publicize comments, ratings or other assessments of contractor performance from clients of participating contractors.

16. Customer Disputes

- 16.1 At its discretion, the Authority may investigate Contractor compliance with the Water Smart Standards in Section 12 of this Agreement.

- 16.2 Contractor shall be solely responsible for the resolution of any and all disputes between customer and Contractor. Failure to resolve disputes may result in termination of this Agreement.

Contractor C-10 License Number

Contractor Company Name

Representative Name

Representative Title

Representative Signature

Date:

Southern Nevada Water Authority

Representative Name

Representative Title

Representative Signature

Date: